in a book and invite other employers to examine it, even though the latter then refuse to hire the discharged employes.

It is well established that the jurisdiction of equity does not extend to granting an injunction in cases of libel or slander or false representation, AL. v. BLOW ET AL., 75 S. W. (Mo.).—*Held,* that in a suit to foreclose a 114 Mass. 69; *Mayer v. Stonecutters' Ass'n.,* 47 N. J. Eq. 519. A boycott does not fall within this rule; *Casey v. Union No. 3,* 45 Fed. 135; and an injunction may issue in such a case. *Oxley Co. v. Coopers' Union,* 72 Fed. 695. But it is held to apply so as to prevent an injunction being obtained against the continuing of a blacklisting agreement. *Worthington v. Waring,* 157 Mass. 421. Nor, it would seem, is such an agreement actionable at law. *R. R. Co. v. Schaffer,* 65 O. St. 414; *Bohn Co. v. Hollis,* 54 Minn. 223, 234. Though, if the employe suffers an injury by reason of a false entry in the blacklist an action would be. *Hundley v. R. Co.,* 105 Ky. 162.

MORTGAGES—PROPRIETARY MEDICINE—RECEIVERSHIP—NOTICE.—TUTTLE ET AL. v. BLOW ET AL., 75 S. W. 617 (*Mo.*).—*Held,* that in a suit to foreclose a mortgage upon the right to manufacture and sell a patent salve, where the mortgagor had threatened to disclose the secret formula, it was proper to appoint a receiver without notice to the mortgagor.

It is an established principle that courts will not appoint receivers on *R. R. Co.,* 15 Fla. 201, until defendant has filed an answer or taken *pro* motion of plaintiff, *Trilbert v. Burgess,* 9 Md. 452; *State v. J. P. & M. confesso. Whitehead v. Wooten,* 43 Miss. 523. To this rule there is the well-defined exception that a receiver will be appointed without notice to defendant on clear proof that irreparable injury will result from delay. *Olmstead v. Distilling Co.,* 67 Fed. 24; *Sims v. Adams,* 78 Ala. 395; *Cleveland, C. C. & I. Ry. Co. v. Jewett,* 37 Ohio St. 649. The court refused to appoint a receiver on an *ex parte* application in *Devoe v. Ithaca & Oswego Ry. Co.,* 5 Paige (N. Y.) 521, but granted an injunction pending the motion. Fraud on the part of defendant will aid plaintiff in obtaining appointment. *Voshell v. Hynson,* 26 Md. 83. Defendant's remedy is immediate, and on cause shown the order will be superseded. *Gowan v. Jeffries,* 2 Ashm. (Pa.) 296.

MUNICIPAL CORPORATIONS—EQUITABLE ESTOPPEL—REPEAL OF ORDINANCE. —CITY OF ASHLAND v. NORTHERN PACIFIC RY., 96 N. W. 688 (WIS.).—A city passed an ordinance vacating certain streets under an agreement with a railroad company, but the ordinance was soon afterwards repealed before the company had acted thereon. No personal notice of the repeal was given to the company, and it thereafter went on to expend large sums relying on the ordinance. The city itself erected buildings on the land formerly occupied by the streets, and took no steps to enforce the repealing ordinance. *Held,* in an action commenced 13 years after the repeal, that the city was not estopped from claiming the streets as a highway. Cassoday, C. J., and Marshall, J., *dissenting.*

In support of the proposition upon which the decision seems to rest, that no acts done after the repeal of an ordinance in reliance on the ordinance will raise an estoppel against the city, because the other party is bound by law to know that the ordinance has been repealed, no authority

has been found. The dissenting justices contended that the general attitude of the city and public for 13 years upon the faith of which the company had put itself in a position from which it could not recede without great pecuniary loss, rendered it extremely inequitable in the city to now interfere; and that, therefore, the doctrine of equitable estoppel should be applied. That doctrine has, in certain cases somewhat similar to the present, been applied. *Paine Lumber Co. v. Oshkosh,* 89 Wis. 449; *Chicago, etc., R. R. Co. v. Joliet,* 79 Ill. 25. But the circumstances of the particular case must be exceptional to warrant its application. 2 *Dillon, Mun. Corp., sec.* 675. And there seems to be great conflict in the authorities both as to the existence and the extent of the doctrine. See 2 *Dillon, Mun. Corp.,* secs. 667-675.

MUTUAL BENEFIT ASSOCIATION—AMENDMENT OF BY-LAWS—CONTRACT OF INSURANCE.—MILLER V. TUTTLE, 73 PAC. 88 (KANS.).—Plaintiff's application for insurance contained a stipulation that he would be bound by the by-laws of the order. The by-laws in force at the time gave power to amend. *Held,* that this stipulation does not give authority to a mutual benefit association to adopt by-laws which will modify the insurance contract. Johnston, C. J., Cunningham, Mason, JJ., *dissenting.*

Unless power to amend is reserved to the association, it does not exist. *Chadwick v. Alliance,* 56 Mo. App. 463. It would seem that in the principal case, authority to amend was reserved. The by-laws of a mutual benefit society form a part of its contract with its members. *Grand Lodge, etc., v. Elsner,* 26 Mo. App. 108. And they are not less elements of the contract. of membership, because not specifically referred to in the nominal contract. 3 *Am. & Eng. Enc. L.* (2d ed.), 1081. Where by-laws in force at the time a person becomes a member provide for amendment, the members are bound by the amendments. *May v. Reserve Fund Soc.,* 14 Daley (N. Y.) 89.

NEGLIGENCE—PLACE ATTRACTIVE TO CHILDREN.—MCCABE V. AMERICAN WOOLEN CO., 124 FED. 283.—*Held,* that the maintenance of an unguarded canal, with precipitous banks, through a thickly-settled portion of a town, is not such negligence as will sustain a recovery for the death of a child five years of age who fell in and was drowned.

There are many reported cases which maintain that one who has upon his land anything in its nature attractive to children is liable for an injury suffered by a child by reason of being attracted thereto. Some of these cases blindly follow the lead of *Stout v. R. Co.,* 17 Wall. 657; but this is not a well considered case. *Daniels v. R. Co.,* 154 Mass. 149. The others are based upon the doctrine announced in *Keffe v. R. Co.,* 21 Minn. 207. But this doctrine is untenable. Children attracted on the premises are there, not as invitees, but as licensees. *Indermans v. Dames,* L. R. 1 c. p. 288. *Wharton, Neg.,* sec. 349. And the owner of lands owes no duty to a licensee, except not to injure him through wilfulness, fraud or gross negligence. *Gautret v. Egerton,* L. R. 2 C. P. 371, 375; *Pollock, Torts,* 425; *Cooley, Torts,* 304.

ORAL LICENSE—REVOCATION.—KASTNER V. BENZ, 73 PAC. 67 (KAN.).—*Held,* that an oral license given for a valuable consideration, and in reliance upon which the licensee has expended money or labor, is irrevocable.

The question is a new one in Kansas, and the court follows the authorities which hold that a revocation of an executed license would work a fraud